

EXHIBIT A

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

WARNER BROS. ENTERTAINMENT, INC.,	)	
et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. 4:06-CV-00546 HEA
	)	
DAVE GROSSMAN CREATIONS, INC. and	)	
GIFT OF SOUND LLC, <sup>1</sup>	)	
	)	
-and-	)	
	)	
X ONE X PRODUCTIONS d/b/a X ONE X	)	
MOVIE ARCHIVES, INC., A.V.E.L.A., INC.	)	
d/b/a ART & VINTAGE ENTERTAINMENT	)	
LICENSING AGENCY, and	)	
ART-NOSTALGIA.COM, INC.,	)	
	)	
-and-	)	
	)	
LEO VALENCIA, individually,	)	
	)	
Serve: Leo Valencia	)	
2762 Ariane Drive	)	
San Diego, California 92117,	)	
	)	
Defendants.	)	

**SECOND AMENDED COMPLAINT**

Plaintiffs Warner Bros. Entertainment, Inc. ("**Warner Bros. Entertainment**"), Warner Bros. Consumer Products, Inc. ("**Warner Bros. Consumer Products**"), and Turner Entertainment Co. ("**Turner**") (collectively, "**Plaintiffs**"), state the following as their Second Amended Complaint ("Complaint") against Defendants X One X Productions d/b/a X One X Movie Archives, Inc. ("**X One X**"), A.V.E.L.A., Inc. d/b/a Art & Vintage Entertainment Licensing

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<sup>1</sup> Dave Grossman Creations, Inc. and Gift of Sound LLC executed and filed a Consent Judgment in favor of Warner Bros. on May 29, 2007 (Docket Entry #64), and, recently, on October 5, 2007, counsel for Grossman and Gift of Sound LLC filed a Motion to Dismiss Cross Claim (Docket Entry #117). That motion was granted on October 25, 2007.

Agency (“*AVELA*”), Art-Nostalgia.com, Inc. (“*Art-Nostalgia*”) (collectively “*AVELA Defendants*”), and Leo Valencia (“*Valencia*”) (*AVELA Defendants* and *Valencia* shall collectively be referred to as “*Defendants*”).

### **INTRODUCTION**

1. Plaintiffs are the legal and/or beneficial owners of all copyrights, trademarks, commercial use and merchandising rights, publicity rights and related rights associated with the well-known motion pictures “GONE WITH THE WIND,” “WIZARD OF OZ,” and multiple well-known TOM & JERRY animated motion pictures. Defendants are trading off the good will associated with GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY by purporting to license rights to create, and offering for sale to the public, unauthorized GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY merchandise in direct competition with Plaintiffs. Plaintiffs seek injunctive relief to stop Defendants’ infringing conduct, and compensatory, statutory and treble damages to compensate them for the harm Defendants have done. While purporting to license movie posters which they have restored, in fact, Defendants are in a very different business. What Defendants actually do is obtain copies of movie posters and license them. But rather than being licensed to simply sell the posters, images of actors and scenes used by Plaintiffs to advertise their films are removed and placed upon various products, such as children’s clothing, t-shirts, luggage, etc. All such matters are subject to AVELA’s written approval but without the permission of Plaintiffs. As a result, the public is purchasing items it believes are connected with and approved by the owners of the films.

### **JURISDICTION AND VENUE**

2. These claims arise under the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.* (the “Copyright Act”), the Lanham Trademark Act of 1946, 15 U.S.C. §1051 *et seq.* (the “Lanham Act”), the state law right of publicity and the state law of unfair competition.

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 (federal question), and 15 U.S.C. § 1331 and 28 U.S.C. § 1338 (jurisdiction for copyright and trademark actions). In addition, the Court has supplemental jurisdiction over all claims pleaded under state law pursuant to 28 U.S.C. § 1367.

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) in that, *inter alia*, a substantial portion of the acts giving rise to this case occurred within this district, and pursuant to 28 U.S.C. § 1400, in that Plaintiffs and these Defendants, or their agents, conduct business, reside or may be found within this district and in the state of Missouri. Furthermore, Defendants consented to both jurisdiction and venue by filing a 14-count counterclaim.

### **THE PARTIES**

5. Warner Bros. Entertainment is a corporation organized and existing under the laws of Delaware, having corporate offices at 4000 Warner Boulevard, Burbank, California 91522.

6. Warner Bros. Consumer Products is a corporation organized and existing under the laws of Delaware, having corporate offices at 4000 Warner Boulevard, Burbank, California 91522.

7. Turner is wholly-owned by WTTA Incorporated, which is wholly-owned by Warner Bros. Entertainment, organized and existing under the laws of Delaware, and having corporate offices at 4000 Warner Boulevard, Burbank, California 91522.

8. As a wholly-owned subsidiary of Warner Bros. Entertainment, Turner has conferred in Warner Bros. Entertainment the right to promote and enforce all rights in Turner's intellectual property, including without limitation, copyrights, trademarks, commercial use and merchandising rights, and publicity rights.

9. Warner Bros. Entertainment has conferred in Warner Bros. Consumer Products the exclusive right to merchandise and license Plaintiffs' intellectual property.

10. AVELA is a corporation organized and existing under the laws of Nevada, but has its principal place of business in Southern California. AVELA's purported corporate office at 1135 Terminal Way, #209, Reno, Nevada 89502 is simply a mailbox.

11. Art-Nostalgia is a corporation organized and existing under the laws of Nevada, but has its principal place of business in Southern California. Art-Nostalgia's purported corporate office at 1135 Terminal Way, #209, Reno, Nevada 89502 is simply a mailbox.

12. X One X is a corporation organized and existing under the laws of Nevada, but has its principal place of business in Southern California. Art-Nostalgia's purported corporate office at 1135 Terminal Way, #209, Reno, Nevada 89502 is simply a mailbox.

13. Valencia is an individual residing at 2762 Ariane Drive, San Diego, California 92117, and is the President, CEO, and sole shareholder of AVELA, Art-Notalgia, and X One X.

14. Dave Grossman Creations ("Grossman") is a corporation organized and existing under the laws of Missouri, having corporate offices at 1608 North Warson Road, St. Louis, Missouri 63132.<sup>2</sup>

15. Gift of Sound LLC ("Gift of Sound") is a limited liability company organized and existing under the laws of Missouri, having corporate offices at 1608 North Warson Road, St. Louis, Missouri 63132.

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<sup>2</sup> Since Warner Bros. filed its Complaint on March 31, 2006, Grossman was administratively dissolved by the Missouri Secretary of State's Office.

**THE AVELA DEFENDANTS' BUSINESS**

16. X One X purports to own copyrights in and to a number of images from and emblematic of famous movies, including GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY, that in truth are owned by others.

17. AVELA serves as licensing agent with respect to such GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY images and other copyrights held by X One X.

18. Art-Nostalgia operates a website that displays images of the various images that X One X, through AVELA, purports to license, including images from and emblematic of GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY.

**THE AVELA DEFENDANTS ARE VALENCIA'S ALTER EGO**

19. The AVELA Defendants are not operated as true independent businesses. They are undercapitalized, and have only one shareholder, officer, director and employee -- Valencia. The address listed upon their business documents and even given in this case are the same, and that address is a simple mail drop. They are under the complete control and dominated by Valencia and exploit the same alleged intellectual property. Their assets are co-mingled, and, upon information and belief, after expenses, all funds therein are paid to Valencia. Moreover, until recently not all of them filed required corporate tax returns.

20. Valencia, has undercapitalized the AVELA Defendants. In fact, the capital of each corporation is a mere \$100. He controls 100% of their day-to-day operations, and their records are blended together on a single laptop computer. In addition, all telephone calls directed to any of them are forwarded to Valencia's personal cell phone.

21. Upon information and belief, Valencia also does not keep separate books and records for each of the AVELA Defendants, nor does he separate their finances from his personal finances. The agreements between them are not written.

22. In essence, the AVELA Defendants are sham corporations, and, as their alter ego, Valencia does not follow corporate formalities.

23. As a result, the corporate existence of the AVELA Defendants is a sham, and should be ignored so as to avoid a fraud upon the public.

**PLAINTIFFS' INTELLECTUAL PROPERTY**

24. Plaintiffs own, hold and/or possess exclusive rights including but not limited to, copyrights in and to the motion pictures GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY.

25. Copyright registration was obtained for GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY as follows:

<u>Title</u>	<u>Original Registration No.</u>	<u>Renewal Registration No.</u>
GONE WITH THE WIND	L9390	R399224
WIZARD OF OZ	L9039	R390474
TOM & JERRY	Attached hereto as Exhibit A	Attached hereto as Exhibit A

(collectively "Copyrights").

26. Plaintiffs own, hold and/or possess exclusive commercial use and merchandising rights in and to GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY (collectively "Merchandising Rights").

27. Plaintiffs own, hold and/or possess exclusive publicity and merchandising rights (including, but not limited to name, voice, signature, photograph, and likeness) (collectively "Publicity Rights") associated with the actors featured in their roles as the primary characters in GONE WITH THE WIND and WIZARD OF OZ, including Clark Gable as Rhett Butler, Vivien Leigh as Scarlett O'Hara, Judy Garland as Dorothy, Ray Bolger as the Scarecrow, Jack Haley as the Tin Man, and Bert Lahr as the Cowardly Lion.

28. Plaintiffs' GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY films have been widely distributed and promoted in the United States and throughout the world.

29. As a result of the success and popularity of its GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY motion pictures and the substantial time, money and effort that has been expended to promote them, merchandise based on GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY has been widely sold and distributed in the United States and elsewhere. Such merchandise has been identified by various images from and emblematic of the films which images have taken on secondary meaning. Thus a significant number of the consuming public associates these images with the films.

30. GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY have been the subject of authorized merchandise for approximately 65 years, and Plaintiffs have granted exclusive licensing rights to GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY Copyrights, Merchandising Rights, Publicity Rights and Trademarks (as further defined herein) for use on and in merchandise. GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY continue to be highly profitable properties for purposes of merchandise licensing. Under applicable licensing agreements, many different products featuring GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY are available to the public, including, without limitation, apparel, accessories, stationery, greeting cards, mugs, gift wrap, party goods, collectibles, jewelry, watches, toys and numerous other products. These products are manufactured under strict quality control and style approval.

31. Snow globes, figurines, and apparel are among the authorized GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY merchandise. Literally dozens of licensed GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY snow globes, figurines, and different types of apparel have been and are being offered for sale to the general public.



32. The products and services licensed by authority of Plaintiffs have become and are well known to the American public, and products based on GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY have generated wide consumer appeal. GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY products sold under Plaintiffs' Copyrights, Merchandising Rights, Publicity Rights and Trademarks (as defined herein) have generated yearly gross sales in the millions of dollars.

33. As a result of the above-described actions, the names GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY as well as images from and emblematic of GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY possess valuable goodwill and are well known to the public as identifying products and services which are authorized by Plaintiffs, and which originate from Plaintiffs. For this reason, Plaintiffs possess common law trademark rights in the names GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY, and in images from and emblematic of GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY.

34. In addition to Plaintiffs' common law trademarks, The U.S. Patent & Trademark Office ("PTO") has granted multiple federal trademark registrations for the brand names GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY for a wide array of merchandise, as follows:

<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>	<b>CLASS</b>
GONE WITH THE WIND	3/25/2003	2,700,134	16
GONE WITH THE WIND	3/25/2003	2,700,137	28
GONE WITH THE WIND	11/25/2003	2,786,735	41
WIZARD OF OZ	8/29/1995	1,914,813	14
WIZARD OF OZ	12/7/1999	2,298,902	16
WIZARD OF OZ	11/20/2001	2,510,837	20
WIZARD OF OZ	3/12/2002	2,547,649	21

MARK	REGISTRATION DATE	REGISTRATION NUMBER	CLASS
WIZARD OF OZ	2/4/1997	2,034,720	24
WIZARD OF OZ	10/10/1995	1,925,552	25
WIZARD OF OZ	10/5/1999	2,284,100	18
WIZARD OF OZ	10/7/1999	2,298,903	28
WIZARD OF OZ	8/24/1999	2,273,098	30
WIZARD OF OZ	3/25/2003	2,700,697	41

MARK	REGISTRATION DATE	REGISTRATION NUMBER	CLASS
TOM AND JERRY	11/4/03	2,728,653	16
	10/28/03	2,777,551	16
	12/16/03	2,794,057	9
TOM AND JERRY	12/16/03	2,794,055	9
TOM AND JERRY	12/16/03	2,794,056	41

35. Plaintiffs own, hold and/or possess exclusive rights in and to the trademark registrations identified in Paragraph 34, above.

36. Plaintiffs own, hold and/or possess exclusive rights in and to additional trademark registrations granted by the PTO, for a wide array of merchandise as follows:

MARK	REGISTRATION DATE	REGISTRATION NUMBER	CLASS
YELLOW BRICK ROAD	9/11/2001	2,487,967	28
COWARDLY LION	4/17/2001	2,444,952	16
COWARDLY LION	9/2/2003	2,758,615	21
COWARDLY LION	10/8/2002	2,630,198	25
COWARDLY LION	4/17/2001	2,444,656	28
DOROTHY	7/23/2002	2,597,928	21
DOROTHY	2/27/2001	2,431,993	25
DOROTHY	1/23/2001	2,423,711	28

<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>	<b>CLASS</b>
EMERALD CITY	4/9/2002	2,559,849	21
GLINDA	7/14/1998	2,173,291	28
GLINDA THE GOOD WITCH	6/19/2001	2,462,292	28
RUBY SLIPPERS	7/6/04 and 11/2/04	2,861,186	9
RUBY SLIPPERS	5/10/2005	2,949,421	16
RUBY SLIPPERS	5/10/2005	2,949,422	25
RUBY SLIPPERS	11/5/2002	2,647,264	28
SCARECROW	6/7/2005	2,960,076	14
SCARECROW	4/1/2003	2,702,173	21
SCARECROW	8/7/2001	2,476,118	25
SCARECROW	5/15/2001	2,451,304	28
THERE'S NO PLACE LIKE HOME	12/25/2001	2,522,947	16
THERE'S NO PLACE LIKE HOME	2/19/2002	2,540,752	25
THERE'S NO PLACE LIKE HOME	9/3/2002	2,615,201	27
TIN MAN	5/15/2001	2,451,305	16
TIN MAN	7/16/2002	2,595,070	21
TIN MAN	8/21/2001	2,480,274	25
TIN MAN	11/20/2001	2,511,127	28
WICKED WITCH OF THE WEST	4/24/2001	2,446,851	16
WICKED WITCH	6/19/2001	2,462,293	25
WICKED WITCH OF THE WEST	5/15/2001	2,451,559	28
TOTO-LY OZ	5/20/03 and 9/16/03	2,716,889	35
RHETT BUTLER	1/13/2004	2,804,169	28
SCARLETT O'HARA	1/13/2004	2,804,168	28

37. All of Plaintiffs' common law trademarks and federal trademark registrations are referred to collectively as "Trademarks."

38. Plaintiffs have invested millions of dollars to merchandise, license and promote the Trademarks. As a result of such efforts, the Trademarks have acquired secondary meaning in the marketplace and are famous and distinctive.

39. Plaintiffs' Copyrights, Merchandising Rights, Publicity Rights and Trademarks and all other intellectual property arising out of GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY are collectively referred to as Plaintiffs' "Intellectual Property."

40. Plaintiffs' Intellectual Property is well known to the American public, and is permanently intertwined with the motion pictures GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY and as such, GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY have become famous and distinctive brands.

41. Plaintiffs have not granted to Defendants any right to use Plaintiffs' Intellectual Property.

#### **THE DEFENDANTS' INFRINGING ACTS**

42. AVELA operates a website, [www.avela.net](http://www.avela.net), on which it identifies itself as "a full service multimedia merchandising and licensing agency, representing the world's largest and rarest artwork collection(s) of Hollywood." On its website and elsewhere, AVELA actively solicits merchandise licensees for a wide range of movie and other entertainment properties in which it purports to own rights.

43. AVELA has licensed third parties to make and sell merchandise based on GONE WITH THE WIND and WIZARD OF OZ. Two such purported licensees are Grossman and Gift of Sound which manufactured and distributed three dimensional snow globes and figurines of GONE WITH THE WIND and WIZARD OF OZ in packaging which prominently uses the names GONE WITH THE WIND and WIZARD OF OZ. Those snow globes and figurines have been offered for sale in retail outlets throughout the United States, including in the County of St.

Louis, State of Missouri, and on prominent websites such as eBay. Similarly, Defendants have licensed numerous other manufacturers of goods including, without limitation, apparel, accessories, stationery, greeting cards, mugs, toys and numerous other products to use the Trademarks upon such products. Such licenses require a review of the intended use of the Trademarks as well as the final products bearing the Trademarks by Defendants.

44. In accordance with Fed. R. Civ. P. 11(b)(3), and after Plaintiffs have had a reasonable opportunity for further discovery, documents and information will show that AVELA has and continues to license third parties to make and sell merchandise based on TOM & JERRY. That discovery and investigation will show that AVELA's licensees have and continue to manufacture and distribute apparel, among other merchandise, bearing images originating from or associated with TOM & JERRY. Further discovery will also show that apparel has been offered for sale in retail outlets throughout the United States, including in the County of St. Louis, State of Missouri, and on prominent websites such as eBay. Finally, further discovery and investigations will reveal that Defendants have licensed third parties to manufacture and distribute other products, including without limitation, accessories, stationery, greeting cards, mugs, toys and numerous other products to use the Trademarks upon such products. Such licenses require a review of the intended use of the Trademarks as well as the final products bearing the Trademarks by Defendants.

45. The images from and emblematic of GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY, licensed and offered for license by AVELA, bear a prominent purported copyright notice in the name of defendant X One X. X One X has filed claims to copyright in a variety of images from and emblematic of GONE WITH THE WIND and WIZARD OF OZ, TOM & JERRY, including, without limitation, copyright registration certificates: **VA 1-309-424**, "Gone With The Wind Collection"; **VA 1-309-342**, "Bad Witch

Figurine/Musical”; VA 1-309-447, “Tin Sign Collection”; VA 1-309-462, Wizard of Oz “Yellow Brick Road” Collection”; VA 1-309-468, “Tee for Two Tom & Jerry Collection”; VA 1-309-432, “Milky Waif Collection”; VA 1-309-349, Cartoon Looney Tunes “Going Places” Collection; and VA 1-309-388, “Hollywood Bowl Collection.” In its copyright registrations, X One X claims that it has added new material in the form of “changes and additional artwork” to pre-existing movie posters that display GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY and images from and emblematic of GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY. X One X knows, or should know, however, that it has no right to copy or make derivative works that incorporate GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY or images from and emblematic of GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY. The inclusion of purported copyright notices on the materials offered for license by AVELA as an agent of X One X lends a false aura of genuineness and validity to such materials -- and the offers to license them -- and undermines the exclusive rights in GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY, enjoyed by Plaintiffs.

46. AVELA maintained a booth with banners displaying images of famous movies and movie characters, including GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY, at major trade shows for the licensing industry in June 2006 and 2007 in direct competition with Plaintiffs and their licensees, who also had booths at the show. AVELA handed out “sell sheets” and actively solicited licensees for merchandise based on GONE WITH THE WIND and WIZARD OF OZ. Similarly, further discovery and investigations will show that AVELA also handed out “sell sheets” and actively solicited licensees for merchandise based on TOM & JERRY at these same trade shows.

47. Art-Nostalgia operates a website, [www.art-nostalgia.com](http://www.art-nostalgia.com), that displays an extensive array of visual materials related to motion pictures, including purported movie posters

for motion pictures, including GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY. There is nothing on the Art-Nostalgia website to indicate that these materials are available for sale or license by Art-Nostalgia, but they bear the purported copyright notice of X One X. On information and belief, the Art-Nostalgia website, including its inventory of movie posters, is effectively used as an online catalog for the infringing licensing activities of AVELA and X One X. In fact, the listing of movie posters and other visual works on the Art-Nostalgia website is labeled as a “catalog.”

### **FIRST CLAIM FOR RELIEF**

(Copyright Infringement)  
pursuant to 17 U.S.C. § 101 *et seq.* -- against all Defendants)

48. Plaintiffs hereby reallege and incorporate by reference paragraphs 1 through 47 above, and any factual allegations thereafter.

49. This claim arises under the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.*

50. The design, configuration and distinctive features of the films GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY are wholly original and constitute copyrightable subject matter under the Copyright Act.

51. At all times relevant to this Complaint, the copyrights in GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY were and are owned by Plaintiffs (or their predecessors in interest).

52. The Defendants have infringed and contributorily infringed the copyrights in GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY.

53. By, without limitation, licensing, marketing, designing, manufacturing, reproducing, advertising, displaying, selling, distributing, and otherwise exploiting merchandise featuring the films GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY, and/or by authorizing or contributing to the foregoing, Defendants have infringed and will continue to

infringe Plaintiffs' copyright interests in GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY.

54. Defendants' infringing acts were, and continue to be, committed willfully and knowingly.

55. As a result of Defendants' copyright infringement as alleged above, Plaintiffs have suffered and will continue to suffer injury and damage in an amount to be determined at trial. Furthermore, Plaintiffs are informed and believe, and based thereon allege, that Defendants have received or will receive profits, gains, or other benefits from their infringing activities, all of which should be disgorged to Plaintiffs. In the alternative, Plaintiffs reserve the right to seek statutory damages for Defendants' intentional infringement of their copyrighted works.

56. Defendants' infringement of Plaintiffs' copyrighted works has caused and will cause irreparable harm to Plaintiffs which cannot be fully compensated by money. Plaintiffs have no adequate remedy at law. Plaintiffs are therefore entitled to preliminary and permanent injunctive relief, preventing Defendants from continuing to infringe Plaintiffs' copyrighted works.

57. Plaintiffs have and will incur attorneys' fees in pursuing this action, which fees Plaintiffs should recover from Defendants.

58. At no time have Defendants been authorized by Plaintiffs to commit the acts complained of herein.

### **SECOND CLAIM FOR RELIEF**

(Trademark Infringement pursuant to  
15 U.S.C. § 1114 -- against all Defendants)

59. Plaintiffs hereby reallege and incorporate by reference paragraphs 1 through 58 above, and any factual allegations thereafter.

60. The public has come to recognize goods, services and creative works bearing the GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY Trademarks as originating with Plaintiffs.

61. Defendants' use of the GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY Trademarks, to advertise, distribute, sell, market, and promote their unauthorized merchandise, is likely to deceive and confuse the public into believing that Defendants' unauthorized merchandise is sponsored by, affiliated with, or otherwise authorized by Plaintiffs as the beneficial owner of the GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY Trademarks.

62. Plaintiffs are informed and believe, and on that basis allege, that Defendants have engaged in the acts described herein with the intent to trade on the tremendous good will that Plaintiffs have earned in the GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY Trademarks.

63. Plaintiffs have never authorized or consented in any way to such use by Defendants of any of the GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY Trademarks.

64. Defendants' acts constitute infringement of the GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY Trademarks in violation of the Lanham Act, 15 U.S.C. § 1114.

65. Plaintiffs have suffered and continue to suffer irreparable harm and injury as a result of the aforesaid infringing acts of the Defendants, and Plaintiffs are without an adequate remedy of law, in that damages are extremely difficult to ascertain and, unless injunctive relief is granted as prayed for herein, Plaintiffs will be required to pursue a multiplicity of actions.

66. Plaintiffs have been damaged and are likely to continue to be damaged by Defendants' wrongful acts, in that Plaintiffs' exclusive ownership of their Trademarks in the world famous GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY names are being tarnished and business likely has been, and will continue to be, diverted from the lawful trade of Plaintiffs to the unlawful and infringing trade of Defendants. Plaintiffs will also lose their hard-earned good will, which has been built up through decades of work, effort, financial investment and quality control.

67. Plaintiffs are at present unable to ascertain the full extent of the money damages suffered by reason of said infringing acts.

68. On information belief, Defendants have obtained gains, profits and advantages as a result of their infringing acts as alleged herein. Plaintiffs are at present unable to ascertain the full extent of the gains, profits and advantages Defendants have obtained by reason of their infringing acts. In order to determine the full extent of such damages, including such profits and damages of the Defendants as may be recoverable pursuant to 15 U.S.C. § 1117, Plaintiffs will require an accounting from each Defendant of all monies generated from their infringing acts.

69. Plaintiffs are informed and believe, and on that basis allege, that Defendants' wrongful conduct has been willful and malicious and without excuse or justification. Plaintiffs are, therefore, entitled to recover, at their option, three times Defendants' profits or Plaintiffs' damages, whichever is greater, as well as Plaintiffs' costs and attorneys' fees.

### **THIRD CLAIM FOR RELIEF**

(Violation of the Lanham Act pursuant to  
15 U.S.C. § 1125(a) -- against all Defendants)

70. Plaintiffs hereby reallege and incorporate by reference paragraphs 1 through 69 above, and any factual allegations thereafter.

71. The names, Trademarks and images from and emblematic of GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY have acquired secondary meaning as signifying Plaintiffs as the owner of GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY and the brands GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY.

72. The Defendants are unfairly competing with Plaintiffs by using the GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY Intellectual Property to sell merchandise, promote Defendants' licensing business and attract clients who would otherwise do business with Plaintiffs or their licensees. Defendants have, among other wrongful acts, used GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY Intellectual Property to sell unauthorized merchandise, to promote themselves on websites, and to promote themselves at trade shows by prominently displaying GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY Intellectual Property on the AVELA "sell sheets" distributed at trade shows. Such usages by Defendants are likely to deceive their prospective clients and the public into thinking that their licensing activities are authorized, sponsored, or approved by the true and only genuine source of licensing rights in GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY, namely, Plaintiffs.

73. Defendants have expressly and implicitly represented to the trade and the public in other ways that they are authorized to license merchandising rights in the Intellectual Property that belong exclusively to Plaintiffs. For example, [www.avela.net](http://www.avela.net) claims that AVELA "represent[s] the world's largest and rarest movie art collections of Hollywood," and bears the copyright of X one X Movie Archive. Similarly, the "licensing agreement" that AVELA offers and has entered into with licensees includes a representation and warranty that AVELA has "the right to represent the artworks and has the power and authority to grant to the licensee all rights and privileges granted to licensee under this agreement," which include the purported right to

manufacture and sell various articles of merchandise based on the licensed property, and that “all [licensed] designs are property of X one X Movie Archive, Inc.”

74. By the foregoing wrongful acts, among others, the Defendants have falsely designated the origin and falsely described the product, services and rights they offer for sale or license in such a way as to be likely to cause confusion or mistake or to deceive the trade and public into believing that such products, services and rights are affiliated, connected or associated or sponsored or approved by Plaintiffs in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A).

75. By the foregoing wrongful acts, among others, Defendants have misrepresented and falsely advertised in commercial advertising and promotion the nature, characteristics and qualities of their own goods, services and commercial activities, in violation of Section 1125(a)(1)(B) of the Lanham Act.

76. Plaintiffs have been injured and are likely to continue to be injured by Defendants’ wrongful acts, in that Plaintiffs’ position as owner and licensor of merchandising rights of GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY is being tarnished and Plaintiffs’ business likely has been and will continue to be diverted from the lawful trade of Plaintiffs to the unlawful and infringing trade of Defendants. Plaintiffs will also lose their hard earned good will in their licensing business and exclusively licensed characters, which they have built up through decades of work, effort, financial investment and quality control.

#### **FOURTH CLAIM FOR RELIEF**

(Violation of the Lanham Act pursuant to  
15 U.S.C. § 1125(c) -- against all Defendants)

77. Plaintiffs hereby reallege and incorporate by reference paragraphs 1 through 76 above, and any factual allegations thereafter.

78. Plaintiffs alone own, hold and/or control all rights in Plaintiffs' Trademarks.

79. Plaintiffs' Trademarks are distinctive and famous according to a number of factors including, but not limited to, the degree of distinctiveness of Plaintiffs' Trademarks, the duration and extent of use of Plaintiffs' Trademarks, the degree of recognition of Plaintiffs' Trademarks throughout the United States; the extent of use of the same or similar marks by third parties; and the existence of multiple incontestable federal registrations for Plaintiffs' Trademarks.

80. The products produced under "license" from Defendants are of a poor quality such that the public may wrongfully associate the lack of quality with Plaintiffs' Trademarks.

81. Defendants' commercial use of Plaintiffs' Trademarks after such Plaintiffs' Trademarks have become famous has caused dilution in the distinctive quality of the Plaintiffs' Trademarks and has infringed on Plaintiffs' right to their famous Trademarks.

82. Defendants adopted and are displaying Plaintiffs' Trademarks on infringing products with full knowledge of willful intention to trade on Plaintiffs' reputation as embodied by Plaintiffs' Trademarks, or to cause dilution of such marks.

83. At no time have Plaintiffs' consented to the acts complained of herein.

84. Plaintiffs have been injured by Defendants' actions.

#### **FIFTH CLAIM FOR RELIEF**

(Violation of Cal. Civ. Code § 3344.1 as to GONE WITH THE WIND and WIZARD OF OZ --  
Against All Defendants)

85. Plaintiffs hereby reallege and incorporate by reference paragraphs 1 through 84 above, and any factual allegations thereafter.

86. This claim arises under Cal. Civ. Code § 3344.1.

87. Plaintiffs, by contract, trust or other testamentary instrument, own, hold, and/or control the Publicity Rights (the rights to use the name, voice, signature photograph, or likeness), in any manner associated with the actors featured in their roles as the primary characters in GONE WITH THE WIND and WIZARD OF OZ, including Clark Gable as Rhett Butler, Vivien

Leigh as Scarlett O'Hara, Judy Garland as Dorothy, Ray Bolger as the Scarecrow, Jack Haley as the Tin Man, and Bert Lahr as the Cowardly Lion.

88. Defendants have used the Publicity Rights associated with Clark Gable as Rhett Butler, Vivien Leigh as Scarlett O'Hara, Judy Garland as Dorothy, Ray Bolger as the Scarecrow, Jack Haley as the Tin Man, and Bert Lahr as the Cowardly Lion from GONE WITH THE WIND and WIZARD OF OZ in a multitude of manners, including on or in products, merchandise or goods, or for the purposes of advertising or selling, or soliciting purchases of, products, merchandise, goods, or services.

89. At no time have Defendants been authorized by Plaintiffs to commit the acts complained of herein.

90. Defendants' infringement of Plaintiffs' Rights of Publicity have been and continue to be carried out with Defendants' full knowledge of such rights. In committing the acts complained of herein, Defendants have willfully and intentionally infringed Plaintiffs' Right of Publicity in Clark Gable as Rhett Butler, Vivien Leigh as Scarlett O'Hara, Judy Garland as Dorothy, Ray Bolger as the Scarecrow, Jack Haley as the Tin Man, and Bert Lahr as the Cowardly Lion from GONE WITH THE WIND and WIZARD OF OZ.

91. Plaintiffs have sustained monetary damage, as are recoverable under Cal. Civ. Code § 3344.1(a)(1), as a result of the Defendants' wrongful acts as hereinabove alleged. Plaintiffs are at present unable to ascertain the full extent of the money damages suffered by reason of said infringing acts.

92. Defendants have obtained profits as a result of their infringing acts as herein alleged. Plaintiffs are at present unable to ascertain the full extent of the profits Defendants have obtained by reason of their infringing acts. In order to determine the full extent of such damages, including such profits of the Defendants as may be recoverable under Cal. Civ. Code §

3344.1(a)(1), Plaintiffs will require an accounting from each Defendant of all the gross revenue generated from their infringing acts.

93. Plaintiffs are informed and believe, and on that basis allege, that Defendants' wrongful conduct has been willful and malicious and without excuse or justification. Plaintiffs are therefore entitled to recover punitive damages under Cal. Civ. Code § 3344.1(a)(1).

94. Plaintiffs are entitled to attorneys' fees and costs due to Defendants' breach of as Cal. Civ. Code § 3344.1(a)(1), according to the same.

### **SIXTH CLAIM FOR RELIEF**

(Unfair Competition under State Law -- Against All Defendants)

95. Plaintiffs hereby reallege and incorporate by reference paragraphs 1 through 94 above, and any factual allegations thereafter.

96. Plaintiffs alone own, hold and/or control all rights in Plaintiffs' Intellectual Property.

97. Defendants are unlawfully manufacturing, promoting, selling, offering for sale, and distributing infringing licensed products bearing Plaintiffs' Intellectual Property.

98. Defendants' unauthorized use of Plaintiffs' Intellectual Property, in attempting to pass off their infringing licensed products as if they are Plaintiffs' products in a manner calculated to deceive the general public, is likely to cause confusion, mistake, and deception among the general consuming public as to the origin and quality of the infringing licensed products.

99. The foreseeable consequences of Defendants' wrongful conduct has been and will continue to be the deprivation of the exclusive rights Plaintiffs have in Plaintiffs' Intellectual Property and associated goodwill.

100. Defendants' wrongful acts of unauthorized use of Plaintiffs' Intellectual Property have and will continue to injure Plaintiffs.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment on this Complaint as follows:

1. On Plaintiffs' First Claim for Relief, for copyright infringement against all Defendants, for Plaintiffs' actual damages plus Defendants' profits in an amount to be determined at trial or, in the alternative, for statutory damages, plus Plaintiffs' attorneys' fees;

2. On Plaintiffs' Second Claim for Relief, for trademark infringement against all Defendants, the amount of Defendants' wrongful profits and three times all actual damages suffered by Plaintiffs' by reason of Defendants' trademark infringement, plus Plaintiffs' attorneys' fees;

3. On Plaintiffs' Third Claim for Relief, for violation of section 43(a) of the Lanham Act against all Defendants, the amount of Defendants' wrongful profits and three times all actual damages suffered by Plaintiffs' by reason of Defendants' conduct in violation of the Lanham Act, plus Plaintiffs' attorneys' fees;

4. On Plaintiffs' Fourth Claim for Relief for violation of section 43(a) of the Lanham Act against all Defendants, the amount of Defendants' wrongful profits and three times all actual damages suffered by Plaintiffs' by reason of Defendants' conduct in violation of the Lanham Act, plus Plaintiffs' attorneys' fees;

5. On Plaintiffs' Fifth Claim for Relief for violation of Plaintiffs' Rights of Publicity under California law, for Plaintiffs' damages, including, without limitation punitive damages, in an amount to be determined at trial, an accounting, and Plaintiffs' attorneys' fees and costs;

6. On Plaintiffs' Sixth Claim for Relief for violation of the State law of Unfair Competition for Plaintiffs' actual damages plus Defendants' wrongful profits in an amount to be determined at trial;

7. On All Claims for Relief:

- (a) For preliminary and permanent injunctive relief restraining and enjoining Defendants, their officers, agents, servants, employees, partners, subsidiaries and attorneys, and all persons acting in concert with any one or more of them, or on any of their respective behalves, from using Plaintiffs' Intellectual Property for advertising, merchandising or promotional purposes;
- (b) For Plaintiffs' costs of suit herein; and
- (c) For such other and further relief as the Court may deem just and proper.

8. Declaring:

- (a) That Plaintiffs' copyrights and trademarks are valid and infringed by the acts of Defendants complained of herein;
- (b) That X One X's purported copyrights in and to any work that consists of or includes copies or derivative works of GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY, including without limitation copyright registration certificates **VA 1-309-424**, "Gone With The Wind Collection"; **VA 1-309-342**, "Bad Witch Figurine/Musical"; **VA 1-309-447**, "Tin Sign Collection"; **VA 1-309-462**, Wizard of Oz "Yellow Brick Road" Collection"; **VA 1-309-468**, "Tee for Two Tom & Jerry Collection"; **VA 1-309-432**, "Milky Waif Collection"; **VA 1-309-349**, Cartoon Looney Tunes "Going Places" Collection; and **VA 1-309-388**, "Hollywood Bowl Collection" are invalid; and

(c) That Defendants have no right or authority to exercise any of the exclusive rights of copyright or trademark in and to Plaintiffs' copyrights and trademarks, or to license others to do so.

9. Directing that Defendants deliver for impoundment:

(a) All advertising, promotional and other material that includes copies or derivative works of characters protected by Plaintiffs' copyrights, or which induce infringement of Plaintiffs' copyrights; and

(b) All transparencies, plates, molds, matrices, heat transfers, printing, silk-screening or other apparatus or equipment utilized in making said infringing materials and all other means of making, copying or inducing the making or copying of any work that infringes Plaintiffs' copyrights.

10. Directing such other relief as the Court may deem appropriate to prevent the trade and public from deriving any erroneous impression that any products manufactured, licensed, sold or otherwise circulated or promoted by Defendants are authorized by Plaintiffs or related in any way to Plaintiffs' products, including without limitation the sending of corrective notices in a form approved by the Court to all identifiable persons to whom Defendants have promoted themselves as having the right to license GONE WITH THE WIND, WIZARD OF OZ and TOM & JERRY.

11. Ordering an accounting of and entering judgment against each Defendant for:

(a) All profits received by any of the Defendants from the sale of infringing merchandise, as provided by 15 U.S.C. § 1117(a) and 17 U.S.C. § 504(b);

(b) All damages suffered by Plaintiffs as a result of any of Defendants' copyright or trademark infringements, as provided by 15 U.S.C. § 1117 and 17 U.S.C. § 504(b);

12. In the alternative, at the election of Plaintiffs, awarding statutory damages separately against each Defendant, in an amount up to \$150,000 per copyright, as a result of copyright infringement for each copyrighted work infringed by such Defendant, as provided for in 17 U.S.C. § 504(c)(1-2);

13. In the alternative, at the election of Plaintiffs, awarding Plaintiffs either three times Defendants' actual profits or three times Plaintiffs' actual damages, from Defendants' trademark infringement and unfair competition, pursuant to 15 U.S.C. § 1117;

14. In the alternative, at the election of Plaintiffs, awarding statutory damages separately against each Defendant in an amount up to \$1,000,000 as a result of Defendants' willful trademark infringement for each trademark infringed by such Defendant, as provided for in 15 U.S.C. § 1117;

15. Awarding Plaintiffs their costs in this action, including reasonable attorneys' and investigative fees as provided in 15 U.S.C. § 1117 and 17 U.S.C. § 505;

16. Directing that the Court retain jurisdiction of this action for the purpose of enabling Plaintiffs to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for the interpretation or execution of any order entered in this action, for the modification of any such order, for the enforcement or compliance therewith and for the punishment of any violations thereof; and

17. Awarding to Plaintiffs such other and further relief as the Court may deem just and proper.

Respectfully submitted,

SONNENSCHN NATH & ROSENTHAL LLP

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**Certificate of Service**

I hereby certify that on December 21, 2007, the foregoing was served, via the electronic filing system of the U.S. District Court for the Eastern District of Missouri, to the following:

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/s/ Stephen H. Rovak

**TOM & JERRY**  
**REGISTRATION AND RENEWAL CERTIFICATES**  
Sorted Alphabetically by Cartoon Title

Cartoon Title	Publication Date	Registration Date	Renewal Date
A-Tom-Inable Snowman, The	12/31/66		05/19/94
Advance and Be Mechanized	12/31/67		06/26/95
Ah, Sweet Mouse-Story of Life	08/03/65		05/17/93
Baby Butch	07/02/54		03/02/81
Baby Puss	12/15/43		12/21/70
Bad Day At Black Rock	12/06/54		01/06/82
Barbecue Brawl	12/07/56		01/06/84
Beach Bully	09/13/75	1/14/83	
Beach Bummers	10/20/90	1/23/91	
Beanstalk Buddies	11/15/75	1/21/83	
Big Feet	12/13/75	2/4/83	
Blue Cat Blues	10/03/56		01/06/84
Bodyguard, The	07/13/44		07/19/71
Bowling Alley-Cat	07/01/42		07/21/69
Brother's Carry-Mouse-Off, The	12/31/66		05/19/94
Buddies Thicker Than Water	12/31/62		08/03/90
Bull Fighters, The	12/06/75	2/4/83	
Busy Buddies	03/09/56		01/06/84
Calypso Cat	12/31/61		10/20/89
Camp-Out Cut-Up	11/29/75	2/4/83	
Cannery Rodent	12/31/67		06/26/95
Carmen Get It!	12/31/61		10/20/89
Casanova Cat	11/21/50		11/21/77
Castle Wiz	10/11/75	1/14/83	
Cat's Me-ouch	12/31/65		05/17/93
Cat Above and the Mouse Below, The	07/16/64		06/15/92
Cat and Dupli-Cat	04/11/67		10/17/96
Cat and the Mermouse, The	08/11/49		08/12/76
Cat Concerto, The	04/10/47		04/11/74
Cat Fishin'	02/12/47		02/15/74
Cat In The Fiddle	09/20/80	2/4/83	
Cat Napping	10/09/51		01/02/79
Catty Cornered	12/31/66		05/19/94

**TOM & JERRY**  
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Cartoon Title	Publication Date	Registration Date	Renewal Date
Chickenrella	11/27/75	2/4/83	
Connecticut Mouse In King Arthur's Court, A	12/13/80	2/16/83	
Cosmic Cat & Meteor Mouse	10/04/75	1/14/83	
Cruise Cat	09/11/52		05/21/79
Cruise Kitty, The	12/6/75	6/1/83	
Cue Ball Cat	10/19/50		10/25/77
Day At the Bakery, A	11/08/80	2/8/83	
Designs on Jerry	07/07/55		01/05/81
Dicky Moe	12/31/61		10/20/89
Disco Droopy	10/11/80	2/8/83	
Dog House, The	10/03/52		01/04/80
Dog Trouble	04/22/42		04/23/69
Double Trouble Crow	11/27/75	2/4/83	
Down and Outing	10/24/61		10/20/89
Down Beat Bear	09/12/56		01/06/84
Downhearted Duckling	09/17/54		02/27/81
Dr. Jekyll and Mr. Mouse	06/04/47		06/10/74
Droopy's Good Luck Charm	11/29/80	2/16/83	
Droopy's Restless Night	09/06/80	2/4/83	
Duck Doctor, The	01/10/52		01/10/80
Duel Personality	12/30/66		05/19/94
Egg and Jerry, The	01/15/56		01/06/84
Egg and Tom and Jerry, The	10/25/75	1/14/83	
Farewell Sweet Mouse	09/06/80	2/4/83	
Feedin' The Kiddie	12/31/56		01/06/84
Filet Meow	12/30/66		05/19/94
Fine Feathered Friend	10/29/42		10/30/69
Fit To Be Tied	01/31/52		01/10/80
Filthy Birdy	09/06/45		09/08/72

**TOM & JERRY**  
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Cartoon Title	Publication Date	Registration Date	Renewal Date
Flying Cat, The	08/28/51		01/02/79
Flying Corceress	01/10/56		01/05/83
Flying Sorceress	10/11/75	1/14/83	
Foreign Legion Droopy	11/15/80	2/8/83	
Fraidy Cat	02/03/42		02/04/69
Framed Cat, The	09/20/50		09/26/77
Get Along Little Jerry	11/01/80	2/8/83	
Getting The Foot	10/25/80	2/8/83	
Give 'Em The Air	10/25/75	1/14/83	
Gopher Broke	09/27/75	1/14/83	
Gopher It Tom	10/18/80	2/8/83	
Great Diamond Heist, The	12/06/80	2/16/83	
Great Motorboat Race, The	12/13/75	2/4/83	
Great Mousini, The	12/13/80	2/16/83	
Great Train Rubbery, The	12/13/80	2/16/83	
Grim and Bear It	10/11/75	1/14/83	
Guided Mouse-ille	09/01/66		05/19/94
Happy Go Ducky	12/31/56		01/06/84
Hatch Up Your Troubles	04/19/49		04/26/76
Haunted Mouse, The	08/10/65		05/17/93
Heavenly Puss	06/17/49		06/30/76
Heavy Booking	09/13/80	2/4/83	
Hic-Cup Pup	04/28/54		11/01/82
High Steaks	12/31/61		10/20/89
His Mouse Friday	05/06/51		01/08/79
Hold That Pose	11/22/75	2/4/83	
Hypochondriac Lion	10/25/75	1/14/83	
I'm Just Wild About Jerry	09/21/65		05/17/93
Ill Wind, An	09/13/75	1/14/83	
Incredible Droop, The	09/27/80	2/8/83	
Incredible Shrinking Cat	10/04/80	2/8/83	

**TOM & JERRY**  
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Cartoon Title	Publication Date	Registration Date	Renewal Date
Invasion of the Mouse Snatchers	09/27/80	2/8/83	
Invisible Mouse, The	09/24/47		10/04/74
Is There A Doctor In the Mouse	12/31/64		06/15/92
It's No Picnic	12/13/75	2/4/83	
Jerry's Country Cousin	11/29/80	2/16/83	
Jerry's Cousin	01/30/51		01/17/79
Jerry's Diary	09/27/49		09/28/76
Jerry's Nephew	11/27/75	2/4/83	
Jerry and Jumbo	01/22/53		05/29/79
Jerry and the Goldfish	01/12/51		01/08/79
Jerry and the Lion	03/13/50		03/18/77
Jerry, Jerry, Quite Contrary	12/31/66		05/19/94
Jerry-Go-Round	12/31/65		05/17/93
Johann Mouse	02/20/53		01/10/80
Just Ducky	09/02/53		05/29/79
Kittens Sitters	10/18/75	1/14/83	
Kitty Foiled	04/15/48		05/01/75
Kitty Hawk Kitty	10/25/80	1/8/83	
Landing Stripling	12/31/61		10/20/89
Life With Tom	11/04/53		01/04/80
Little Orphan, The	04/26/49		04/29/76
Little Quacker	12/20/49		12/27/76
Little Runaway	01/31/52		01/10/80
Little School Mouse	05/19/54		11/01/82
Lonesome Mouse, The	05/21/43		05/22/70
Lost Duckling	11/08/75	1/20/83	
Love Me, Love My Mouse	12/31/66		05/19/94
Love That Pup	08/23/49		08/25/76
Lumber Jerks	10/18/80	2/8/83	
Mammoth Manhunt	09/20/75	5/27/83	
Marvelous Marvin	9/22/90	1/23/91	
Matinee Mouse	12/31/66		05/19/94
Matterhorn Droopy	09/13/80	2/4/83	
Mechanical Failure	12/06/80	2/16/83	

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<b>Cartoon Title</b>	<b>Publication Date</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Mice Follics	07/01/54		02/27/81
Midnight Snack, The	07/23/41		07/23/68
Milky Waif, The	05/03/46		05/07/73
Million Dollar Cat, The	04/20/44		04/22/71
Missing Mouse, The	10/29/52		05/21/79
Most Wanted Cat	09/20/80	2/4/83	
Mouse Cleaning	11/23/48		11/24/75
Mouse Comes To Dinner	04/023/45		04/05/72
Mouse For Sale	04/21/55		01/05/81
Mouse From H.U.N.G.E.R., The	12/31/67		06/26/95
Mouse in Manhattan	07/02/45		07/07/72
Mouse In The House, A	08/05/47		08/12/74
Mouse Into Space	12/31/61		10/20/89
Mouse Over Miami	11/08/80	2/8/83	
Mouse Trouble	12/21/44		12/27/71
Much Ado About Mousing	07/16/64		06/15/92
Mucho Mouse	12/31/56		01/06/84
Muscle Beach Tom	06/28/56		01/06/84
Neapolitan Mouse	08/06/54		03/02/81
New Mouse In The House	09/06/80	2/4/83	
Night Before Christmas, The	11/26/41		11/27/68
Nit-Witt Kitty	08/06/51		01/02/79
No Bones About It	09/13/75	1/14/83	
No Museum Peace	11/08/80	2/8/83	
No Way Stowaways	09/06/75	1/14/83	
O-Solar-Meow	08/18/66		05/19/94
Of Feline Bondage	08/03/65		05/17/93
Old Mother Hubbard	11/22/80	2/16/83	
Old Rockin' Chair Tom	09/01/48		09/08/75
Outfoxed Fox	11/08/75	1/20/83	
Part Time Pal	03/04/47		03/11/74
Pecos Pest	07/16/55		01/05/81
Penthouse Mouse	12/31/63		07/29/91

**TOM & JERRY**  
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Sorted Alphabetically by Cartoon Title

Cartoon Title	Publication Date	Registration Date	Renewal Date
Pest In The West	09/20/80	2/4/83	
Pet Peeve	12/01/54		11/01/82
Pic In The Sky	11/15/80	2/8/83	
Pied Piper Puss	10/11/80	2/8/83	
Plaid Baron Strikes Again, The	09/27/80	2/8/83	
Planet of The Dogs	11/29/75	2/4/83	
Planet Pest	10/18/75	1/14/83	
Police Kitten	11/1/75	1/14/83	
Polka-Dot Puss	02/09/49		02/12/76
Posse Cat	12/30/53		01/01/80
Professor Tom	10/14/48		10/17/75
Pup On A Picnic	03/03/55		01/05/81
Puppy Sitter, The	09/13/80	2/4/83	
Puppy Tale	11/30/53		01/05/81
Purr-Chance To Dream	12/31/67		06/26/95
Push Button Kitty	01/31/52		01/10/80
Puss 'N' Boots	12/31/66		05/19/94
Puss Gets The Boot	02/14/40		02/14/67
Puss n'Toots	05/28/42		05/29/69
Puttin' On The Dog	10/28/44		11/01/71
Quiet Please!	11/20/45		11/24/72
Robin Ho-Ho	09/20/75	5/27/83	
Robin Hoodwinked	12/31/57		01/08/85
Rock 'N' Rodent	09/21/67		05/19/94
Royal Cat Nap	12/31/57		01/08/85
Safe But Sorry	09/27/75	1/14/83	
Safety Second	06/14/50		06/20/77
Salt Water Tabby	06/25/47		07/08/74
Saturday Evening Puss	12/28/49		12/29/76
Save That Mouse	11/22/80	2/16/83	
Say What --?	11/22/80	2/16/83	
Scared Bear	10/04/80	2/8/83	
School For Cats	10/11/80	2/8/83	
Sec Dr. Jackal- And Hide	11/29/75	2/4/83	
Shutter Bugged Cat	12/31/67		06/26/95
Ski Bunny, The	09/06/75	1/14/83	

**TOM & JERRY**  
**REGISTRATION AND RENEWAL CERTIFICATES**  
Sorted Alphabetically by Cartoon Title

Cartoon Title	Publication Date	Registration Date	Renewal Date
Sleepy Time Tom	04/12/51		01/17/79
Slicked-Up Pup	08/14/51		01/02/79
Smarty Cat	07/16/55		01/06/82
Smitten Kitten	01/31/52		01/10/80
Snowbody Loves Me	07/16/64		06/15/92
Snowbrawl	10/25/80	2/8/83	
Solid Serenade	09/04/46		09/04/73
Son of Gopher Broke	11/15/75	1/21/83	
Sorcerer's Apprentices, The	11/22/75	2/4/83	
Sorry Safari	12/31/62		08/03/90
Southbound Duckling	02/08/55		01/06/82
Spike's Birthday	12/20/80	2/16/83	
Springtime for Thomas	03/14/46		03/19/73
Stage Struck	12/06/80	2/16/83	
Star Crossed Wolf	11/01/80	2/8/83	
Stay Awake, Or Else!	09/06/75	1/14/83	
Sufferin' Cats!	01/25/43		01/26/70
Super Bowler, The	09/27/75	1/14/83	
Super Cyclists	11/01/75	1/14/83	
Supercap Capers	11/22/75	2/4/83	
Superstocker	11/29/80	2/16/83	
Surf-Bored Cat	12/31/67		06/26/95
Switchin' Kitten	12/31/60		08/03/88
Tall In The Trap	12/31/62		11/01/90
Tee For Two	07/05/45		07/07/72
Temites Plus Two	10/18/75	1/14/83	
Tennis Chumps	11/15/49		11/19/76
Tennis Menace, The	10/04/75	1/14/83	
Texas Tom	02/15/50		02/22/77
That's My Mommy	10/10/55		01/05/83
That's My Pup	05/28/53		01/10/80
Timid Tabby	12/31/56		01/06/84
Tom's Photo Finish	12/31/56		01/06/84
Tom and Cherie	07/07/55		01/05/83

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<b>Cartoon Title</b>	<b>Publication Date</b>	<b>Registration Date</b>	<b>Renewal Date</b>
Tom and Jerry Cartoon Kit, The	12/12/62		11/01/90
Tom and Jerry In The Hollywood Bowl	08/22/50		08/29/77
Tom-IC Energy	09/15/64		06/15/92
Tops With Pops	01/18/57		01/06/84
Tot Watchers	12/31/57		01/08/85
Touche, Pussy Cat!	11/29/54		01/06/82
Towering Fiasco, The	11/8/75	1/20/83	
Toys Will Be Toys	9/15/90	1/23/91	
Trap Happy	06/06/46		06/08/73
Tricky McTrout	10/04/75	1/14/83	
Triple Trouble	12/6/75	2/4/83	
Triplet Trouble	01/31/52		01/10/80
Trojan Dog, The	11/15/80	2/8/83	
Truce Hurts, The	07/08/48		07/10/75
Two Little Indians	09/11/53		01/10/80
Two Mouseketeers, The	01/16/52		01/10/80
Two Stars Are Born	11/15/75	1/21/83	
Under The Big Top	10/18/80	2/8/83	
Unshrinkable Jerry Mouse, The	08/04/64		06/15/92
Vanishing Duck, The	12/31/57		01/08/85
Wacky World of Sports	09/20/75	5/27/83	
Watch Out Watchdog	11/01/75	1/14/83	
When The Rooster Crows	10/04/80	2/8/83	
Yankce Doodle Mouse, The	06/23/44		06/28/71
Year of The Mouse	12/31/65		05/17/93
Zoot Cat, The	02/15/44		02/24/71